

**COLLEGE OF DUPAGE
REGULAR BOARD MEETING**

BOARD APPROVAL

1. SUBJECT

Stone Hearth - 4 Deck Electric Oven - Bid Rejection

2. REASON FOR CONSIDERATION

Bid rejections must be approved by the Board of Trustees.

3. BACKGROUND INFORMATION

The purchase of a Stone Hearth - 4 Deck Electric Oven will support all culinary and baking students as they move through the curriculum. The Culinary Arts Program currently has an electric steam injected deck oven that is unrepairable and no longer works. To date, faculty teaching in CHC2010 must instruct their students to leave the class room and go into another classroom to bake product. The addition of a new oven would allow our students to stay in the classroom and have the necessary equipment to achieve their learning goals.

A legal notice for an Invitation for Bid was published on September 18, 2017 in the Daily Herald; the invitation was also posted to the College of DuPage Purchasing Website and distributed to in-district Chambers of Commerce. Five (5) vendors were solicited. Thirteen (13) vendors downloaded the bid documents. A public opening of the bids was held on September 29, 2017 at 11:00 a.m. in the College of DuPage Purchasing Department Conference Room (BIC1B03A). The following individuals were in attendance: Jacoby Radford (COD Purchasing Manager/Facilitator), Susan Elizondo (COD Buyer/Recorder), and Bob Hayley (COD Budget Manager/Agent of the Board); no vendor representatives were in attendance. Two (2) bids were received. One women/minority owned business submitted a bid.

Neither bidder provided the required submittal documentation per the bid specifications, which were required to determine the bidder's conformance in all material respects to the bid specifications. One of the bidders did not provide the required signed addendum; the other bidder did not provide the required specification sheet and manual. Commonly required documents are listed on a Bid Submission Checklist that is included in the bid packet. Documents specifically required to comply with specifications are clearly marked as such on the Bid Form. In addition, required documents were reviewed at the pre-bid meeting. Therefore, the Culinary Arts

Program recommends that the Board approves the rejection of all bids for non-responsiveness.

Culinary Arts will seek to rebid a Stone Hearth - 4 Deck Electric Oven as soon as practical to secure the equipment for the remainder of the FY18 class term.

4. RECOMMENDATION

That the Board of Trustees reject all bids received for the purchase of a Stone Hearth - 4 Deck Electric Oven due to non-conformance with the bid submittal requirements.

Staff Contact: David Kramer, Associate Professor, Culinary Arts

BOARD APPROVAL

SIGNATURE PAGE

Stone Hearth - 4 Deck Electric Oven - Bid Rejection

ITEM(S) ON REQUEST

That the Board of Trustees reject all bids received for the purchase of a Stone Hearth - 4 Deck Electric Oven due to non-conformance with the bid submittal requirements.

 10/19/17

Board Chair Date

Christine M. Fenne 10-19-17

Secretary Date

2018-B0015 ELECTRIC DECK OVEN FOR CULINARY ARTS
ADDENDUM # 1**September 26, 2017**

.....

This addendum is being issued to update the specifications and provide additional information.

This information becomes part of the Bid/RFP Documents upon receipt. Please review and incorporate into your Bid/Proposal accordingly.

For which Bids are scheduled to be received on September 29, 2017 no later than 11:00 a.m., Central Time.

Bids will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, **Room 1B03**, 425 Fawell Blvd., Glen Ellyn, IL 60137.

The signed Addendum acknowledgment is required to be returned with your Bid no later than the due date set forth for this Invitation to Bid.

Below are clarifications to this bid:

Section I. Questions

1. Which floor will the deck oven be installed?

Answer: The oven is to be installed on the second floor of the Culinary & Hospitality Center.

2. Does lift gate and inside delivery needed?

Answer: There is a street level loading dock and a semi capable loading dock at the building where the oven will be installed. The oven must be delivered to the Culinary & Hospitality Center. Installer is responsible for bringing from dock to installation location.

3. Was the pre-meeting mandatory?

Answer: No

4. Please provide us with a copy of the previous bid tabulation purchase order for the current equipment.

Answer: Previous bid tabulation can be obtained only through a FOIA request:

<http://cod.edu/about/consumerinformation/foia/request.aspx>

2018-B0015 ELECTRIC DECK OVEN for CULINARY ARTS
ADDENDUM # 1

September 26, 2017

.....

This signed Addendum is required to be returned with your Bid no later than the due date set forth for this Invitation to Bid. If you have already submitted your Bid, please submit this signed form via email to purchasing@cod.edu.

You can submit this completed addendum to the Purchasing Office by one of the means below:

All issued addenda must be signed and returned to the College as per the instructions in the addenda or bid will not be accepted.

ACKNOWLEDGMENT

You can submit this completed addendum to the Purchasing Office by one of the means below:

1. If you have not yet submitted your bid, please sign this addendum and include with your sealed bid.
2. If you have already submitted your bid, please sign and return to the Purchasing office via email at purchasing@cod.edu no later than the scheduled bid deadline. We will make sure it accompanies your bid.

You also have the option of withdrawing your proposal, if necessary.

ACKNOWLEDGEMENT:

I HAVE RECEIVED THIS ADDENDUM # _____

Company Name: _____

Address: _____

Authorized Signature: _____

BIDDER: _____



COMMUNITY COLLEGE DISTRICT NO. 502

BID NUMBER: 2018-B0015

ELECTRIC DECK OVEN FOR CULINARY ARTS

BIDS DUE: Friday, September 29, 2017 at 11:00 a.m. Central Time

In the event of College closure due to inclement weather, bid deadline will be extended to the next business day at the same time.

A pre-bid meeting is scheduled for **Friday, September 22 2017 at 11:00 a.m.** in the Purchasing Office; BIC 1B03A at 425 Fawell Blvd, Glen Ellyn IL. 60137.

RETURN BIDS TO:

**COLLEGE OF DUPAGE
PURCHASING DEPARTMENT
BIC BUILDING, ROOM 1B03
425 FAWELL BLVD.
GLEN ELLYN, ILLINOIS 60137**

ISSUED BY THE COLLEGE OF DUPAGE PURCHASING DEPARTMENT



Bid No. 2018-B0015

Purchasing Department

425 Fawell Boulevard
Glen Ellyn, Illinois 60137-6599
<http://www.cod.edu>

PHONE (630) 942-2217

September 18, 2017

INVITATION TO BID

Sealed bids for **Electric Deck Oven for Culinary Arts** will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137, until **11:00 a.m. Central Time, Friday, September 29, 2017**, at which time they will be publicly opened. In the event of College closure due to inclement weather, bid deadline will be extended to the next business day at the same time.

A pre-bid meeting is scheduled for **Friday, September 22 2017 at 11:00 a.m.** in the Purchasing Office; BIC 1B03A at 425 Fawell Blvd, Glen Ellyn IL. 60137.

Any bid received after the date and time stated above will be returned unopened. College of DuPage shall not be responsible for bids that are not received at the specific office location indicated above by the stated deadline. It is solely, the bidder's responsibility, to ensure that adequate time is allowed for timely and accurate delivery.

Prices offered shall be F.O.B. Destination, College of DuPage, 425 Fawell Blvd., Glen Ellyn, IL 60137. Prices must be firm. No bids will be accepted on the basis of a price prevailing at the time of shipment.

The award(s) of the contract will be made to the lowest responsible and qualified bidder whose bid complies with all the requirements prescribed. Brand or trade names in bid specifications are used for identification purpose only.

No bid shall be withdrawn for a period of ninety (90) days after the bid opening date without the consent of the College.

LEGAL NOTICE

BID NOTICE

No. 2018-B0015

The College of DuPage is accepting sealed bids for **Electric Deck Oven for Culinary Arts**. Bid documents may be downloaded from the Purchasing Website at www.cod.edu/about/purchasing/requests/ by clicking on the link for this bid and following the instructions.

A pre-bid meeting is scheduled for **Friday, September 22, 2017 at 11:00 a.m.** in the Purchasing Office; BIC 1B03A at 425 Fawell Blvd, Glen Ellyn IL. 60137.

Bids are due to the College of DuPage Purchasing Department in the Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137 up to and no later than **11:00 a.m. Central Time, Friday, September 29, 2017**, at which time they will publicly opened. College of DuPage Board of Trustees Reserves the right to reject any and all responses. This invitation is issued in the name of the Board of Trustees of College of DuPage, Community College District 502, Glen Ellyn, Illinois.

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BID SUBMISSION CHECKLIST

Things to Remember When Submitting a Response to an Invitation to Bid for the College of DuPage

1. ☐ **Read the *entire* document.** In your review, note critical items such as: blackout period, required goods and services, submittal dates, submission requirements, etc.
2. ☐ **Note the contact information provided.** The Purchasing Office Buyer at purchasing@cod.edu is the single point of contact for this Invitation to Bid and is the only person with whom you are allowed to communicate regarding this bid. This person is an excellent source of information for any questions you may have.
3. ☐ **Take advantage of the “question and answer” period.** Submit your questions to the Purchasing Department by the date in the Invitation to Bid and view the answers given in the formal addenda issued for the Invitation to Bid. All addenda issued for an Invitation to Bid will be emailed to each company that downloaded the bid documents and will include all questions asked and answered concerning the Invitation to Bid. Please ensure when downloading the bid documents, you use a valid email address.
4. ☐ **Do not alter, add to, or delete and part of the Bid documents without prior approval.** Please refer to the section titled *Exceptions* for instruction on how to request a deviation to the original Invitation to Bid.
5. ☐ **Ensure all Addenda are signed.** Before submitting your response, check the College Purchasing website at <http://www.cod.edu/about/purchasing/requests/index.aspx> to see whether any addenda were issued for this Bid request. If so, you must submit a signed copy of the addenda along with your bid response.
6. ☐ **Review and read the bid document again to make sure you have addressed all requirements.**
*Your original response and the requested electronic copy (flash drive) must be identical and be complete.
*Bids will not be accepted if Sections 5, 6, and 7 are not completed. (Please note there are two (2) signature lines in Section 7 that must be signed.)
*If your company is a Certified Women-Owned, Minority-owned, or Persons with Disability-owned business, please include a copy of any and all certifications.
7. ☐ **Submit your response on time.** Note the date and time listed on the front page of the Invitation to Bid and be sure to submit all required items on time. Late responses will not be accepted and will be returned, unopened. Ensure the box (s) containing your proposal is appropriately labeled. Please allow adequate time for delivery to the Purchasing Department.
8. ☐ **Important dates to know:**
 - Bid Publication Date – 9/18/17
 - Pre-Bid Meeting– 9/22/17
 - Questions Due – on or before 11 a.m. on 9/25/17
 - Bids Due – 9/29/17 at 11:00 a.m.
 - Target Board Approval Date – 10/19/17
 - Purchase Order Issued once contract is finalized and all required documentation is on file.

GENERAL INFORMATION

1.1 DEFINITIONS

- A. BIDDER** shall mean the individual or business entity submitting a Bid to supply any or all of the services or goods required by the Bid Documents.
- B. BID** shall mean the Bid Documents as completed by the Bidder which constitutes the Bidder's offer.
- C. CONTRACT** shall mean the agreement between the College and Contractor as set forth in the Bid Documents and as awarded by the College of DuPage Board of Trustees.
- D. BID DOCUMENTS** shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, and Addenda, if any, Bid, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- E. CONTRACTOR** shall mean the individual or business entity submitting a Bid and to whom the College of DuPage Board of Trustees awards the Contract.
- F. COLLEGE** shall mean the College of DuPage, Community College District No. 502, a body politic and corporate of the State of Illinois.
- G. DIRECTOR** shall mean the person or persons authorized by the College to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the College to pay additional sums beyond the amount of the Contract awarded by the College of DuPage Board of Trustees.
- H. PURCHASING MANAGER** shall mean the Purchasing Manager of the College of DuPage.
- I. SPECIFICATIONS** shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Bid Documents.

1.2 BIDS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING

The College will not entertain or consider any Bid responses: (i) received after the exact time specified in the legal advertisements; (ii) not accompanied by the required bid deposit/bond, if required; or (iii) in any other way failing to comply fully with the conditions stated in the legal advertisement.

1.3 COMPLIANCE

Submissions under this Invitation to Bid shall be for items at least equal to or better than the quality and performance characteristics stated herein. The burden of proof that product and services meet specifications shall be documented by the bidder and be provided as part of the submitted bid. Failure to provide complete documentation of the product compliance with specifications required may result in bid rejection.

1.4 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This Contract is a competitively bid public contract of the College of DuPage subject to laws and ordinances governing public contracts. The Bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State and other local government agencies which may in any manner affect the preparation of the Bid or the performance of the Contract. If the Bidder observes that any of the Bid Documents are at variance therewith, it shall promptly notify the Purchasing Manager in writing and necessary changes shall be effected by appropriate modification.

1.5 REGULATIONS

The Contractor or Subcontractor, warrants that they are familiar with and they shall comply with all Federal, State, and Local Laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract, including, without limitation, Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and regulations with respect to use of explosives. No plea of misunderstanding or ignorance thereof will be considered. Whenever required, the Contractor, or Subcontractor, shall furnish the college with satisfactory proof of compliance with said Federal, State and Local Laws, statutes, ordinances, rules, regulations, orders, and decrees.

1.6 BID MODIFICATIONS

Unless indicated, it is understood that bids are in strict accordance with specification requirements. Bids shall be deemed final, conclusive, and irrevocable. No bid shall be subject to correction or amendment for any error or miscalculation. Bid prices shall include cost of materials as specified, any applicable discounts and shipping. Installation costs shall be included only when indicated on Bid Form. Installation shall include, but is not limited to, all assembly required, setting in place, and mounting all materials at various campus locations.

1.7 PRICES FIRM

All prices quoted in the Bid shall be firm and will not be subject to increase during the term of the Contract awarded to the Contractor, except as otherwise provided in the Bid Documents.

1.8 AWARD OF CONTRACT

The award of the contract will be made within ninety (90) calendar days after the opening of bids to the lowest responsible and qualified bidder whose bid complies with all the requirements prescribed. The successful bidder will be notified by electronic mail that their bid has been accepted and that they have been awarded the contract. Notification will also be posted on the College's Purchasing website at <http://www.cod.edu/about/purchasing/>. Failure to execute performance as per accepted bid may result in legal action by the College of DuPage to recover damages.

If a contract is not awarded within ninety (90) days after the opening of bids, a bidder may file a written request with the Purchasing Manager on the withdrawal of their bid and the Purchasing Manager will permit such withdrawal.

The bid security (if required) of all except the three (3) low bidders will be returned promptly after the bids have been checked, tabulated, and the relation of the bids established. Bid security of the three (3) lowest bidders, if required in legal notice, will be returned as soon as the contract and the bond of the successful bidder have been promptly executed and approved. If contracts cannot be awarded promptly, the College may permit the three (3) lowest bidders to substitute bid bonds for bank cashier's checks, bank drafts or certified checks submitted with their bids. Bid bonds executed by corporate surety companies shall be satisfactory to the Owner, but such substitution shall not be made until a period of fifteen (15) days has elapsed after the date of opening of bids and bond forms furnished by the College shall be used.

1.9 CONSIDERATION OF BIDS

The College reserves the right to reject or accept any or all Bid responses, to extend the bidding period, to waive technicalities in the documents and/or to direct that the project be abandoned or rebid prior to award of the Contract.

1.10 COMPETENCY OF BIDDER

No Bid will be accepted from or Contract awarded to a Bidder that is in arrears or is in default to the College upon any debt or Contract, or that is a defaulter, as surety or otherwise upon any obligation to said College, or has failed to perform faithfully any previous contract with the College.

1.11 BIDDER WARRANTIES

The submission of a Bid shall constitute a warranty that: (i) Bidder has carefully and thoroughly reviewed the Bid Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (ii) Bidder and all workmen and/or employees it intends to use in the performance of this Contract are skilled and experienced in the type of work or services called for by the Bid Documents; and (iii) neither the Bidder nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the College, or any of the College's employees, agents, or consultants, in preparing the Bid.

1.12 PAYMENT REMITTANCE

All College vendors are required to receive payment from the College via an Automated Clearing House (ACH) transfer. Instructions to register for ACH payments will be sent, upon request, to successful bidders. Failure to comply with the ACH requirements may result in termination of the contract or purchase order. College ACH transfers typically occur the third week of each month. Invoices must be received at least 3 weeks prior to each ACH payment release. You are strongly encouraged to set up your account upon notice of award to avoid a delay payment.

1.13 CASH BILLING DISCOUNTS

Cash billing or percentage discounts for payment will not be considered in evaluating Bids.

1.14 LOCAL BUSINESS PREFERENCE

When two (2) or more responsible bidders submit the same low bid, the contract award will be determined by drawing lots in a public meeting unless one bidder is a local bidder within the District boundaries and one is a non-local bidder, in which event the local bidder will be awarded the contract.

1.15 EQUAL EMPLOYMENT OPPORTUNITY

In the hiring of employees for the performance of work under the Contract and any subcontract thereunder, no Contractor or Subcontractor shall, by reason of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation discriminate against any citizen of the United States, in the employment of Labor or workers, who are qualified and available to perform work to which the employment is related. Neither shall any Contractor or Subcontractor, or any person on behalf of either, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation.

1.16 TAX EXEMPTION

College of DuPage District #502 is exempt from Federal, State and Municipal taxes. Exemption certificates will be furnished upon request.

1.17 HOLD HARMLESS CLAUSE

The Respondent agrees to indemnify, hold harmless and defend College of DuPage, its agents, servants, and employees, and each of them against, and hold it and them harmless from, any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

1.18 INSURANCE

When work is being performed on College property, the College of DuPage requires a Certificate of Insurance in compliance with the following:

I) Workmen's Compensation Insurance shall be carried for all employees employed in carrying out the work contemplated under this agreement. The insurance shall comply with all State of Illinois and Federal requirements as may relate to Worker's Compensation Insurance. Employer's Liability Insurance shall also be provided for both bodily injury and disease that may arise out of the employment of any person involved in work under this agreement. Limits: \$500,000 Each Accident \$500,000 Each Disease \$500,000 Policy limit on disease.

II) Automobile Liability Insurance shall be carried to cover any liability arising out of the use of any automobile. This insurance shall cover owned, non-owned, leased and hired automobiles to protect claims for bodily injury or property damage which may arise from the use of motor vehicles engaged in various operations under this Contract. Combined Single Limit of \$1,000,000 for both bodily injury and property damage.

III) General Liability Insurance shall include: Bodily Injury, Property Damage, Personal Injury, Explosion, Collapse and Underground Damage Liability Endorsements (commonly called X, C, and U hazards), Products and Completed Operations, Blanket Contractual and Broad Form Property Damage coverage, with: Limits: \$1,000,000 Per occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and advertising injury liability \$2,000,000 Products and completed operations aggregate.

Include College of DuPage, its director's & officers, employees and agents as additional insured's on the policy. Stipulate that such insurance is primary and is not in addition to, or contributing with, any other insurance carried by, or for the benefit of College of DuPage. Waive any and all right of subrogation against College of DuPage. Contain separation of insured's endorsement. The aggregate limit must be written per Project or per location limit.

IV) Umbrella/Excess Liability Insurance shall be carried to cover any liability in excess of the limits of coverage already required and provided through the primary liability policies. Limits: \$2,000,000 per occurrence.

\$2,000,000 Aggregate Umbrella Excess Liability Insurance must be in excess of the Employer's Liability Insurance, Automobile Liability Insurance, and General Liability Insurance.

V) Property Insurance shall be carried to protect all owned property brought on the premises relative to this agreement.

VI) Terms and Conditions

Prior to the commencement of the agreement, a valid/original Certificate of Insurance evidencing that all required insurance is in force, executed by an authorized representative of the insurance company, must be sent to College of DuPage, Attn: Purchasing Manager. Such Certificates shall identify the specific project/contract and location.

All Insurance companies shall be rated A VI or better by the current Best's Rating Guide and approved by the College.

All policies of insurance must be endorsed to contain a provision giving College of DuPage a thirty-day (30) prior written notice by registered mail of any cancellation of that policy or material change in coverage.

Receipt and review by the College or the College's Representative of any copies of insurance policies or insurance certificates shall not relieve the party to this agreement of his obligation to comply with the insurance provisions of the Agreement.

The insurance provisions of this Agreement shall not be construed as a limitation of the responsibilities and liabilities pursuant to the terms and conditions of this Agreement, including but not limited to liability for claims in excess of the insurance limits and coverage's set forth herein.

All policies shall be written with insurance companies licensed to do business in the State of Illinois. The College reserves the right to verify any information with the carrier.

The College has the right to request a certified copy of any insurance policy. Certificates must be filed with the College at least 30 days before the scheduled date of performance. You are required to add the College to its General Liability insurance policy with the following wording: "College of DuPage, including its current and former trustees, officers, employees, volunteer workers, agents, assigns and students, is added to this policy as additional insured.

1.19 PREVAILING WAGE ACT:

When applicable, and as a condition of receiving payment, Contractor must pay its employees prevailing wages in the locality in which the work is to be performed as establish for Public Works (construction and maintenance of a public work) prevailing wage and other requirements under Contract for Public Workers 820 ILCS 130/4. When required by the College Contractor shall provide a copy of the certified payroll on request. Contractor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements.

The prevailing rates of wages are determined by the Illinois Department of Labor and are available on the Department's official website: [http://www.illinois.gov/idol/Laws- Rules/CONMED/Pages/prevailing-wage-rates.aspx](http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx). The College of DuPage has adopted the resolution regarding the prevailing wage rates for DuPage County in accordance with Illinois Prevailing Wage Act and are available the College's website: http://www.cod.edu/about/purchasing/illinois_prevailing_wage_act.aspx.

1.20 BUSINESS ENTERPRISE PROGRAM

The College of DuPage encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts. It is the practice of the College to ensure full and equitable economic opportunities to persons and businesses that compete for business with the College of DuPage, including minorities, females, and persons with disabilities owned business enterprises. The College is committed to the economic development of disadvantaged business enterprises and the award of contracts to businesses owned by minorities, females, and persons with disabilities for services to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act ("Act"), 30 ILCS 575.

END OF SECTION

2.0 INSTRUCTIONS TO BIDDERS

2.1 OUTSIDE DOCUMENT DISCLAIMER

The College of DuPage cannot warrant, represent, or guarantee the accuracy or completeness of documents which have not been obtained directly from the College. If you have obtained these documents from a third party source, the College is not responsible for any loss or damage including, but not limited to, time, money, or goodwill arising from errors, inaccuracies or omissions in any third party bid documents.

To obtain official documents, please visit: <https://www.cod.edu/about/purchasing/requests/index.aspx> . Click on the link for this project, and follow the prompts to enter your information onto our vendor list and download the original documents. This will ensure your contact information is registered on our vendor list, and we can send you any addenda that may be issued. This website is the only official website for prospective bidders to obtain digital copies of bid documents. It is the responsibility of each prospective bidder to verify the completeness of their printed bid documents before submitting a bid and accompanying executed addenda acknowledgement, and other required forms.

2.2 BLACKOUT PERIOD

Under no circumstances are respondents to contact or discuss this Invitation to Bid, or any of the information contained herein or about this project in general, with any College of DuPage trustee, employee, vendor, contractor or subcontractor, other than using the methods outlined in this bid. Respondents are strictly forbidden from visiting the College's locations or approaching any College trustee, employee, vendor, contractor or subcontractor for any information related to this Invitation to Bid or this project without the direct knowledge and authorization in writing in advance from the Purchasing Manager or Buyer. Violation of these provisions may subject the respondent to immediate disqualification. **Initial your understanding of this requirement**

2.3 REQUESTS FOR INFORMATION/CLARIFICATION

If any firm submitting a bid for this project is in doubt as to the true meaning of the specifications or other documents or any part thereof, bidder shall request clarification from the Purchasing Department. Questions must be submitted in writing and be directed via email to the Purchasing Department at purchasing@cod.edu no later than **September 25, 2017 at 11:00 a.m. Central Time**. Questions for which answers are provided will be communicated to all registered recipients of bid documents via addendum. All issued addenda must be signed and returned to the College as per the instructions in the addenda or bid will not be accepted.

2.4 SUBMISSION OF BIDS

All Bidders shall submit:

One (1) **sealed** original copy of the Bid;
and one flash drive containing all completed documents

Bids must be in a sealed envelope and delivered to:

Purchasing Manager
ATTN: Bid No. 2018-B0015
College of DuPage
BIC Building - Room 1B03
425 Fawell Blvd.
Glen Ellyn, Illinois 60137

Bids must be received by the date and hour of the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, Bid Notice Number, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement. Unless otherwise stated, all blank spaces on the bid

forms shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid.

2.5 EXCEPTIONS

If any Respondent intends to take any deviations or exceptions from the Specifications or other bid Documents, Respondent shall submit to the Purchasing Manager/Buyer a written request for a deviation or exception at least 5 business days prior to the date and time of advertised bid opening date. If the Project Manager considers such deviation or exception acceptable, the Purchasing Manager/Buyer shall issue an Addendum setting forth such deviation or exception from the Specifications or other which shall be applicable to all Respondents submitting a response.

If no Addendum is issued by the Purchasing Manager/Buyer, then such deviation or exception shall be deemed rejected.

The College may reject any response containing deviations or exceptions not previously accepted through a written Addendum. A copy of such Addendum will be e-mailed or delivered to each Respondent receiving a set of such bid Documents. Respondent shall acknowledge receipt of each Addendum issued in the space provided on the bid form or via a signed addendum. Failure to acknowledge receipt of addenda may result in disqualification of the Bid. All written requests for deviations or exceptions shall be sent to purchasing@cod.edu.

Initial understanding of this requirement: _____

2.6 ERROR IN BID

Where a bidder claims to have made a mistake, such mistake must be called to the attention of the Purchasing Manager within twenty-four (24) hours after the opening of bids. Within forty-eight (48) hours of the bid opening, bidder shall submit to the College's designated contracting officer original documentary evidence and a detailed explanation of how the mistake was made. Failure to conform to this requirement precludes the bidder from withdrawing its bid based upon a bid mistake. If such notice, proof and explanations have been tendered, and the contracting officer is convinced that a bona fide mistake has been made, the contracting officer may recommend to the Board of Trustees that the bidder be allowed to withdraw its bid and recommend that the bid be awarded to the next lowest responsible, responsive bidder. If the Board determines by majority vote, that the bidder has made a bona fide error, no award will be made upon such bid and the bid security will be returned.

2.7 WITHDRAWAL OF BIDS

Bidders may withdraw their Bids at any time prior to the time specified in the legal advertisement as the date and hour set for the Bid Opening. However, no Bidder shall withdraw, cancel or modify its Bid response for a period of ninety (90) calendar days after said advertised Bid Opening.

2.8 NOTICES

All communications and notices between the College and Bidders regarding the Bid Documents shall be in writing and hand delivered or delivered via United States mail, postage prepaid, or via email. Notices to the Bidders shall be addressed to the name and address or email address provided by the Bidders; notices to the Purchasing Manager shall be addressed to Purchasing Department, College of DuPage, BIC Building - Room 1B03, 425 Fawell Blvd., Glen Ellyn, Illinois 60137, or purchasing@cod.edu.

2.9 BID DEPOSIT

When required in the legal advertisement, the Bid shall be accompanied by cashier's check, certified check or surety bond in the amount shown in the legal advertisement or as may be prescribed in these Bid Documents. A certified or cashier's check shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the College of DuPage. The Surety issuing the bond must have a general rating of "A", and shall be a Class V or higher in the financial size category as

defined by Best's Key Rating Guide - Property and Casualty. Failure to submit the bid deposit shall constitute an informal Bid and such Bid shall be rejected.

The Bidder hereby agrees that the bid deposit shall be forfeited to the College as liquidated damages and not as penalty in the event Bidder fails to comply with the terms of this invitation to bid, or otherwise fails or refuses to honor the Bid upon award of the Contract by the College.

The bid deposit of all bidders will be returned, with the exception of the winning Contractor, after the College has awarded the Contract. The bid deposit of the Contractor will be returned after the Contract has been awarded and the Contractor has submitted all insurance documentation and the Performance and Payment Bond, as required by the Bid Documents.

***There is no deposit due for this project-**

2.10 PERFORMANCE AND PAYMENT BOND

The successful Bidder shall furnish a Performance and Payment Bond in the full amount of the Contract on the College Bid Form, a specimen of which is provided herein. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class V or higher in the financial size category as defined by Best's Key Rating Guide-Property and Casualty.

In the event that the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after service of the Notice of Award, the College may elect to retain Bidder's bid deposit as liquidated damages and not as a penalty and the Contract may be terminated. The parties agree that the sum of the bid deposit is a fair estimate of the amount of damages that the College will sustain due to the Bidder's failure to furnish the Performance and Payment Bond and the termination of the Contract.

END OF SECTION

3.0 SPECIFICATIONS

3.1 Overview

The College will use an electric deck oven for the Culinary Arts program to support all the culinary and baking students as they move through the curriculum. The electric deck oven is a versatile modular deck oven with gentle baking atmosphere; electrically heated. The baking area is for everything from delicate pastries to classic oven-baked rolls, from heavy bread varieties to roasts - a wide range of products can be baked simultaneously with separate control systems and steam devices for every baking chamber. Each chamber has its own heating coil for real top and bottom heat. Top and bottom heat can be regulated separately for each for the best possible baking results. Stainless steel electric heating rods are secured in the side wall with steam proofing, and fitted directly in the baking chamber. Each baking chamber can be operated with its own control system

3.2 Specifications

Contractor will furnish and install a Stone Hearth Four (4) Deck Electric Oven. Contractor will install a new four deck electric oven and remove existing and Installation and removal of an electric steam injected deck oven.

Electric Deck Oven with Four (4) Decks

- A. Stone Hearth Deck 3/8-inch Minimum Thickness Each Deck
- B. Glass Viewing Doors Each Deck
- C. Steam Control Each Deck
- D. Digital Program Control Each Deck
- E. Program for Each Deck to Include: 5 Bake Phases, 30 Bake Programs
- F. Separate Heat Intensity Control Each Deck
- G. Separate Top and Bottom Heat Control Each Deck
- H. Real Time Clock Built-In Each Deck
- I. Automatic Start-Up Programmable by Day Each Deck

- J. Specifications
 - Maximum Outside Dimension 77 1/2" Width 79 3/4" Height Including Casters x 58" Depth
 - Each Deck Holds 3 - 18" x 26" Pans
 - Each Deck Maximum Dimension 8 3/4" Height x 33" Depth x 57" Width
 - Mounted on Legs and Casters
 - Electrical Requirements 208V, 3PH, 60Hz, 125amp

END OF SECTION

4.0 BID FORM

2018-B0015 Electric Deck Oven - Schedule Prices

Bid/proposal pricing for all items and /or services must be based on the standard unit of measure indicated. Pricing on alternate unit of measure may not be accepted.

1. Each bid must be signed and unit price, extended price and total price must be typed or written in ink.
2. Bid must indicate Manufacturer Name, Model/Part Number on Bid Form.
3. Bid must include model and part descriptive literature: Cut Sheet with Specifications, and/or Product Manual.

| Item | Item Description | Qty | UOM | Brand /Model | Unit Price | Extended Price |
|------|---|-----|-----|--------------|------------|----------------|
| 1 | Stone Hearth 4 Deck Electric Deck Oven | 1 | EA | | | |
| 2 | Warranty: Two Years for Parts, One Year Labor | 1 | EA | | | |
| 3 | Installation on Site including Uninstall of Existing Unit | | | | | |
| 4 | Freight | | | | | |
| | TOTAL COST OF ELECTRIC DECK OVEN | | | | | \$ |

Comments:

FIRM NAME, CONTACT NAME and PHONE NUMBER

Submitted by: _____(printed)

Submitted by: _____(signed)

The below prices include all stipulations and requirements of Addenda No. _____

Contractor must complete this Bid Form and include the descriptive literature described in item 3 on this Bid Form

END OF SECTION

5.0 CERTIFICATIONS ****Required****

IMPORTANT: All bidders are required to complete and sign this form. Completed form must be returned with bid no later than the advertised bid deadline. Failure to return this completed form may result in disqualification of bid.

THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COLLEGE LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

- A. Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.* Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12. **Yes** _____ **No** _____
- B. Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 *et seq.*
- C. Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*
- D. Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A) (4).
- E. Non-debarment. By executing this agreement Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 *et seq.*
- F. Fair Employment Practice: Company is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations. **Yes** _____ **No** _____
- G. Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973.
Yes _____ **No** _____
- H. Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33E-4 of Public Act 86-150, 720ILCS 5 with regards to bid rigging/bid rotating.
Yes _____ **No** _____
- I. When required by law, the bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

ADVICE

- A. MINORITY/WOMAN-OWNED, DISADVANTAGED BUSINESS? YES _____ NO _____. If yes, please attach copy of certification and advise certification number and expiration date below:

Name of Certifying Entity: _____

Certification #: _____ Expiration Date: _____

- B. STATE NEGOTIATED COOPERATIVE AGREEMENT: YES _____ NO _____ Contract No. _____

Signature

Respondent/Company Official: _____ Date: _____

6.0 SIGNATURE PAGE ****Required****

IMPORTANT: All bidders are required to complete and sign this form. Completed form must be returned with bid to purchasing@cod.edu no later than the advertised bid deadline. Failure to return this completed form may result in disqualification of bid.

Check One:

☐ **SOLE PROPRIETOR** ☐ **PARTNERSHIP** (and/or JOINT VENTURE) ☐ **LIMITED LIABILITY COMPANY**

☐ **CORPORATION**

The undersigned acknowledges receipt of a full set of Bid Documents and Addenda Numbers _____
(None unless indicated here). **All issued addenda must be signed and returned to the College as per the instructions in the addenda or bid will not be accepted.**

The undersigned makes the foregoing Bid subject to all of the terms and conditions of the Bid Documents. The undersigned certifies that all of the foregoing statements of the Vendor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid are true and correct. Upon award and execution of this Contract by the College of DuPage Board of Trustees, the undersigned agrees that execution of this Bid shall stand as the undersigned's execution of this Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

CELLULAR TELEPHONE NUMBER: _____

FEIN/SSN: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Subscribed to and sworn before me this

_____ Day of _____, 2016. My commission expires: _____

X _____

Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

** **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

*** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

*** **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

***** **In the event that this Signature Page is signed by any persons other than the President and Secretary, attach either a certified copy of the corporate by-laws, a resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

7.0 CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM ****Required****

IMPORTANT: All bidders are required to complete and sign this form. Completed form must be returned with bid no later than the advertised bid deadline. Failure to return this completed form may result in disqualification of bid.

BID #: _____ DATE: _____

CONFLICT OF INTEREST DISCLOSURE

College of DuPage (COD) reserves the right, at its sole discretion, to reject any and all bids, revise the submission timeline as described in the solicitation, and to discontinue at any time the submission process as described in the solicitation. College of DuPage is requiring that any and all relationships with the College, its Administrators, Trustees, Committee members, COD Foundation Trustees, or any other Employee of the College be disclosed in writing as a part of any bid submitted. Contact with any employee of the College of DuPage during the pre-award period, except as noted in the solicitation, is strictly forbidden and is considered sufficient grounds for dismissal from the Bid/RFP process.

VENDOR CONFLICT OF INTEREST DISCLOSURE

Define the relationship with any College of DuPage Administrator, Trustee, Employee, COD Foundation Board member, Committee member, or their immediate family member, with which your company or any of its owners, officers, Trustees, employees, or their immediate family, does business or is likely to do business with, or for which there is an opportunity to influence a related College decision; include the name and relationship to any immediate family member.

☐

Vendor certifies that there is no known conflict of interest with any COD Administrator, Employee, Trustee, Committee member, or COD Foundation Trustee, or their immediate family.

Vendor Printed Name: _____ Title: _____

Signature: _____ Date: _____

NON-COLLUSION STATEMENT

The undersigned affirms that he/she is duly authorized to execute this contract and that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been Communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Company Name: _____ Owners/Principal(s)
Name(s)/Title(s): _____

Vendor Address: _____ City, State, Zip: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Signature

Bidder/Company Official: _____ Date: _____